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AGREEMENT

by and between the

TOWN OF CLARENCE

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

MAY 05 2008

ADMINISTRATION



Town of Clarence Blue Collar Unit
Erie County Local 815

January 1, 2007 - December 31, 2010

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Preamble

THIS AGREEMENT is made and entered into by and between the Town of Clarence (herein called the Employer) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, (herein called the Union), and has, as its purpose, the promotion of harmonious relations between the Employer, the employees and the Union, the establishment of an equitable and peaceful procedure for the resolution of disputes, and establishment of pay, hours and other conditions of employment.

Article 1

Recognition

1.1 By virtue of the Union's affirmation herein, on behalf of itself and the members of the negotiating unit that it does not assert the right to strike, to assist or participate in any strike or impose an obligation to conduct, assert or participate in any strike against the Employer during the period of this Agreement. The Employer recognizes the Union as the sole and exclusive negotiating representative of the employees employed by the Employer in the unit set forth below:

All regular, full-time Blue Collar employees of the Town of Clarence, excluding all elected officials, Deputy Highway Superintendent, Head of Parks and Recreation Department (Parks Foreman and/or Parks Crew Chief), General Crew Chief, Secretary to the Highway Superintendent, Secretary to the Parks and Recreation Department and all part-time, seasonal, substitute and temporary employees.

Article 2

Management Rights

2.1 The Union and the employees covered by the Agreement agree that, except as expressly limited by specific provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including but not limited to: the right to determine the mission, purposes, objectives, and policies of the Employer; to determine the facilities, methods,

means, and the number of personnel for the conduct of the Employer's business; to examine, select, recruit, hire, appraise, train, retain, promote, assign or transfer employees; to direct, deploy and utilize the workforce, to establish specifications for each class of positions, and to classify or reclassify and to allocate or reallocate new or existing positions; to subcontract or discontinue temporarily or permanently, in whole or in part, its business or operations; to layoff, terminate, discharge, discipline or relieve employees for lack of work or other cause, and to require employees to observe Employer rules and regulations, provided that these rights shall not be contrary to the specific provisions of this Agreement. The matters contained above, except as expressly limited by specific provisions of this Agreement, the law and any acts of the Employer necessitated by mandate or any state or federal governmental authority, shall not be subject to the grievance or arbitration procedure of this Agreement.

2.2 All employees shall execute a form indicating receipt of all ethics codes applicable to the Town of Clarence and shall provide all necessary information as requested pursuant to such code of ethics within thirty (30) days of the receipt of same. Each employee shall execute the necessary paperwork indicating such receipt within five (5) days of such receipt. Failure to acknowledge such receipt and/or to provide the necessary information pursuant to the ethics codes shall result in disciplinary action including immediate discharge.

Article 3

Dues and Agency Shop Fees

3.1 Any present or future full-time employees holding job titles represented by the Union, who are not Union members and who do not make application for membership to the Union shall have deducted from their wage an amount equivalent to the dues levied by the Union. Such deduction shall begin the first pay period following thirty-one (31) days of employment or the pay period following the discontinuance of membership of the employee. The Town shall make such deductions on a bi-weekly basis and transmit the sum so deducted within ten (10) working days to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

3.2 The foregoing provisions of the Section shall only be applicable in the case of the CSEA which shall establish and maintain a procedure providing for the refund to any employee demanding the return of an Agency Shop Fee deduction which represents the employee's pro rata share of expenditures by the organization in and of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment.

3.3 No dues or agency shop fees deductions shall be made until the amount and any changes thereto are certified to the Town by an authorized officer of the Union. It is the responsibility of the Union to submit the appropriate wage deduction paperwork to the Employer.

3.4 The Town shall deduct dues or CSEA sponsored insurance from those employees of the Town who have signed the appropriate payroll deduction authorization card on a bi-weekly basis and shall send such monies to the Civil Service Employees Association, Inc. and/or to its designated agent(s) in the same form and manner by which its fiscal or disbursing officer is now transmitting agency shop fees to the address set forth in Section 3.1 of this Article or an address(es) which the Union establishes for the designated agent(s).

3.5 A payroll deduction authorization card on file with the Town shall be honored until it has been revoked or amended pursuant to the terms and conditions of the signed payroll deduction authorization and by written notice received by the Town.

3.6 The Union shall defend and save the Town harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken by the Town to comply with the terms of this Section or in reliance on a certification issued by the Union.

3.7 Nothing contained herein shall be construed as requiring compulsory membership in the Union as a condition of continued employment.

3.8 Representatives of the Union shall have the right to enter the premises of the Town for the purpose of visiting employees in the

unit covered by this Agreement regarding the administration of the Agreement, or to explain Union sponsored programs or benefits during working hours only under the following circumstances:

1. Prior notification to and approval of the Department Head or his/her designated representative; and
2. Mutual agreement regarding the date, time, location, and anticipated duration of such visits.

It is understood that such requests shall not be unreasonably denied.

3.9 The Union President and Steward shall notify their Department Head and the Department Head in the Department to which they are going of their presence prior to meeting with any employees.

3.10 The Employer shall supply to the Union or its authorized representative a list of all employees in the bargaining unit showing the employees' full name, last four digits of their social security number, job title and date of employment. Such information shall hereafter be provided to the Union in the month of January and July every year. The Union will be notified when an employee terminates employment.

Article 4

Grievance and Arbitration

4.1 A grievance is defined as any claimed violation, misapplication, or misinterpretation of any specific provision of this Agreement. In the event of any such dispute, the matter shall only be processed in accordance with the following procedures:

Step 1

In the first instance, discuss informally between the aggrieved employee and his/her Department Head and/or his/her duly appointed representative. Such aggrieved employee shall be permitted to be accompanied by a Union representative, if the aggrieved employee so desires.

Step 2

If no satisfactory settlement is reached at Step 1, then the grievance shall be reduced to writing within ten (10) working days after the employee knew or should have known of the act or condition on which the grievance is based or the grievance will be deemed waived. The written grievance shall comply with the provisions of Section 4.2 of this Article and shall be submitted directly to the Department Head who shall submit an answer, in writing, within ten (10) working days after receipt of the written grievance, to the aggrieved employee and the Union representative, if used. Grievances pertaining to a Notice of Discipline shall be filed at Step 2 in the first instance and must be timely filed or such failure to timely file shall constitute acceptance of the disciplinary penalty and settle that particular matter with prejudice in its entirety.

Only a trained grievance representative certified by the Union and appointed by the Unit President may file a written grievance. The Unit President shall notify the Employer in writing of the names of the appointed grievance representatives.

Step 3

Should the grievance remain unresolved, within ten (10) working days after the Step 2 answer, the matter may be submitted to a designated Union representative who shall meet with a representative of the Town Board, and his/her representative and earnestly attempt to adjust the grievance. The meeting between CSEA and the Town Board Representative should be mutually agreed upon but no later than sixty (60) calendar days after the grievance is submitted to the Town Board Representative. The Town Board Representative shall have twenty (20) calendar days after meeting to give the Union representative an answer to the grievance. Employer grievances shall be filed directly at Step 3.

Step 4

If the grievance is not resolved at Step 3, either party may submit the grievance to arbitration, and in so doing, must give the other party written notice of such intention within ten (10) working days after the Step 3 decision; otherwise the grievance shall be deemed

waived. It is understood "party", as used above, means the Employer or the Union. The Town and the Union shall attempt to mutually agree upon the selection of an arbitrator. In the event that the parties are unable to mutually agree upon an arbitrator, the party demanding arbitration of the grievance shall request, in writing, a panel of five (5) arbitrators from the Federal Mediation and Conciliation Services. Each party has the right to reject one (1) panel in its entirety. If neither party rejects a panel in its entirety, then by a coin flip, each party will alternately cross off the name of an arbitrator until one (1) name remains. The remaining name shall be the mutually selected arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. No arbitrator functioning under the grievance procedure shall have any power to amend, alter, modify or delete any provision of this agreement. The costs of arbitration shall be divided equally between the parties. However, each party will be responsible for compensating its own representative and witnesses. If the arbitration is held during working hours, the grievant and his witnesses, if Town employees, will not suffer loss of salary. Only the president of the Union and the grievant, as Town employees, will be in the hearing room during the entire hearing.

In the event the Federal Mediation and Conciliation Service is required to send a list of arbitrators, the party requesting arbitration shall pay the fee required by FMCS for sending such list.

4.2 All written grievances shall be submitted on a grievance form approved by the Town and Union and shall contain a grievance number in accordance with a grievance numbering system agreed by the Town and the Union and shall state the name and position of the aggrieved party, a concise statement of the complaint, supporting facts, if any, and the provisions of the Agreement which the grieving party alleges were violated.

Example of Grievance Numbering System: Year - H/P
(Highway/Parks) - C/D
(Contract/Discipline - Sequential Number 2007 - H - C - 001,
2007 - P - D - 002.

4.3 If a decision at any step of the grievance procedure is not appealed to the next step of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this agreement shall be barred.

Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the answer been communicated on the last day of the specified time period.

The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt to the grievance answer.

Failure of either party to proceed through arbitration once a Demand for Arbitration has been filed within one hundred eighty (180) days of the date of the filing of the Demand for Arbitration shall be considered an abandonment of all claims relating to such arbitration without further recourse in any other tribunal or forum.

4.4 It is the intent of the parties that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits may be extended.

4.5 In lieu of coverage under Section 75 and Section 76 of the New York Civil Service Law, the following procedure will be followed:

If the Town determines that an employee shall be disciplined, such employee shall be disciplined only for just cause with the burden of proof upon the Town and shall be provided with a notice of discipline ("Notice of Discipline"). At the time the action is taken, the employee shall be entitled to the presence of an appropriate

Union representative. The Notice of Discipline shall contain a description of the facts supporting the discipline being issued to the employee. Service of the Notice of Discipline on the employee shall be made by hand delivery, if possible. If hand delivery is not possible or feasible the Notice of Discipline shall be sent to the employee's last provided home address by certified mail, return receipt requested. A copy of the Notice of Discipline will be provided to the Union President or his/her designee by hand delivery within two (2) working days.

Failure to file a grievance within the time frame here and above specified or timely appeal to arbitration shall constitute acceptance of the disciplinary penalty and then settle the matter without prejudice in its entirety.

4.6 A grievance involving the rights of the Union or a common grievance involving more than one (1) employee represented by the Union in a department(s) shall be initially filed by the Unit President or his/her designee in the name of all affected employees or for the Union at Step 3. If not resolved at the aforementioned steps, the Unit President or his/her designee shall be allowed to proceed through each remaining step of the grievance procedure which follows the steps stated herein, including Step 4, in order to achieve a resolution of the grievance(s) filed by him/her.

Article 5

No Strike-Lockout

5.1 The Union, its members and each employee member individually and collectively, agree that they will not call, authorize, sanction, cause, permit, instigate, aid, condone or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general or any kind of walkout, work stoppage, slowdown or interruption of work of any kind during the term of this Agreement.

5.2 The Union, its officers, agents and representatives shall refuse to aid or assist in any way employees participating in any of the foregoing prohibited practices, and shall, in good faith, use every reasonable effort to prevent such prohibited practices from

occurring and/or to have such practices terminated, including the prompt direction of its members to return to work.

5.3 The Employer agrees that it shall not take any action during the terms of this Agreement which would constitute a lockout of employees in the unit covered by the Agreement.

Article 6

Probationary Period

6.1 Employees shall be considered probationary during the first six (6) months after hire or rehire. Upon satisfactory completion of the probationary period, an employee shall be placed on the regular seniority roster for employees covered by this Agreement. The seniority date shall be the employee's date of hire.

Article 7

Job Posting

7.1 Permanent job vacancies in any classification covered by this Agreement shall be posted for ten (10) work days. Union representatives shall post all job postings on departmental union boards. Postings will be provided to the union representative by the Town.

7.2 Such posting shall include the following:

- a. Date posted
- b. Job title
- c. Rate of pay
- d. General nature of job duties, provided such shall not constitute a definitive statement regarding all job duties and responsibilities inherent in the jobs involved.
- e. Interested employees shall be required to submit written requests only during the period of posting.

Article 8

Filling Vacancies

8.1 Permanent promotions within the classifications covered by this Agreement shall be based upon qualifications and ability. In the event that qualifications and ability between candidates are equal, then seniority, defined as length of continuous service in the employment of the Department shall be determinative. If no employee is qualified by Department then the Town will appoint the most senior qualified employee with Town seniority who has timely bid. If no present employee meets the ability and qualifications then the Town may hire from the outside.

8.2 If, upon the conclusion of a one-hundred and twenty (120) calendar day period, it is determined by the Department Head that an employee is not qualified to perform the duties and responsibilities of the job vacancy involved, the Town may return the employee to his previous position and rate of pay. Prior to returning the employee to his former position, the Department Head shall meet with the affected employee and his Union representative to discuss the reason(s) for the return.

8.3 The filling of vacancies in the position of Assistant to the Parks and Recreation Foreman shall not be subject to the provisions of this Article or Article 7, or to the grievance procedure herein.

Article 9

Layoff

9.1 In the situation involving layoff(s) due to the job reduction(s) or job elimination, all temporary or seasonal employees doing bargaining unit employees work will be laid off before any permanent employees are laid off. When employees shall be laid off, it shall be by reverse seniority within the job classification affected in the department. The least senior employee within the classification affected will be laid off first. Such employee(s) affected by the foregoing shall be permitted to bump or replace a less senior employee in the same classification affected in another

department or shall be permitted to bump or replace less senior employees in a lower paying classification in the department affected or in another department. If the employee affected chooses not to utilize his bumping rights, then he shall be laid off.

Employees who bump to a lower paying job in accordance with the above procedure shall be paid at the comparable step of the lower paying job.

Employees who bump to another department shall maintain their rates of pay.

If an employee(s) elects to move from one department to another due to the layoff procedure, said employee(s) shall revert back to his/her position(s) in the department they moved from before utilizing the rest of the recall procedure.

9.2 Employees laid off in accordance with the provisions of this Article shall be subject to recall in the reverse order in which they were bumped down or laid off. Recall rights for employees laid off shall expire two (2) years subsequent to the date of layoff.

Article 10

Workweek and Shift Differential Pay

10.1 Normal workweek is forty (40) hours per week, eight (8) or ten (10) consecutive hours per day commencing on Monday and ending on Friday for the Highway Department with shifts beginning at 7:00 a.m. or 8:00 a.m., 6:00 a.m. or 6:30 a.m. on the ten (10) hour days.

The normal workweek for Parks Department is five (5) consecutive eight (8) hour days over a seven (7) day period. Once established, the workweek will not be changed to avoid payment of overtime. The selection of workweeks will be by volunteers first, then by inverse order of seniority, if volunteers are insufficient. If the position of general mechanic, responsible for accommodating the clubhouse becomes available and the Employer decides to fill the position, it shall be filled in accordance with Article 8, Filling Vacancies, specifically 8.1. The employee filling the position shall have a flexible schedule which may change from day to day based

on clubhouse bookings and shall not be subject to the normal workweek provision of this article.

10.2 All employees in the unit covered by this Agreement shall be entitled to premium shift differential pay or twenty (20) cents per hour in addition to their regular straight time hourly rate for hours actually worked on the second or third shift.

10.3 Morning breaks shall be forty (40) minutes inclusive of any travel time. Such breaks shall be coordinated with the immediate supervisor.

Employees are entitled to a thirty (30) minute unpaid lunch break daily with fifteen (15) minutes of travel/wash-up time adjacent to the thirty (30) minute unpaid lunch break.

10.4 Between the second pay period in June and the end of the first pay period in September, employees within the Highway Department shall work a four (4) day, ten (10) hour workweek pursuant to a schedule set by the Town. Nothing herein shall require the Town during any calendar year to use a four (4) day work schedule. In the event the ten (10) hours per day schedule is adopted during a calendar year, then the schedule shall remain for the full time period set forth in section 10.4 for that calendar year (i.e., second pay in June to end of first pay in September). Such days shall be consecutive and include Monday through Friday. Employees shall not be permitted to alter such days without the express permission of the Town. Such schedules shall be provided to the employees no later than June 1 for the first four (4) weeks commencing on or about June 15. Subsequent four (4) week schedules shall be provided thereafter by the first of the month prior to such schedule becoming effective (i.e., July 1 for July 15 to August 15). During that time frame, starting time shall be 6:00 a.m. or 6:30 a.m. Alternating schedules shall be used for the affected employees as follows: week one (Monday through Thursday), week two (Tuesday through Friday); or week one (Tuesday through Friday) and week two (Monday through Thursday).

Article 11

Overtime

11.1 Authorized overtime work for all employees covered by this Agreement shall be compensated at one and one-half (1-½) times the employee's regular straight time hourly rate on the number of hours actually worked in excess of forty (40) hours per week. Paid holidays and vacations, as well as other paid leave, shall be considered time worked for overtime purposes.

11.2

(1) **Equalization of overtime is defined as:** The employee with the least number of overtime hours within the respective job classification (Highway) or overtime wheel (Park), within department, will be offered the overtime opportunity first. When planned overtime is scheduled and unexpected overtime arises in the interim, the next lowest person on the overtime wheel shall be offered the unplanned interim overtime so that the planned overtime does not have to be rescheduled. Overtime shall be consistent with prior overtime wheels (i.e., laborers/maintenance workers, titlemen and mechanics). Past practices shall be recognized with respect to fire calls and loading salt, etc.

If several employees within a respective overtime wheel (i.e., laborers/maintenance workers, titlemen and mechanics) have the same number of overtime hours (i.e., 95 hours, 95 hours, 95 hours), the most senior employee shall be called first for the overtime.

Exemption: An employee with specialized experience, knowledge, or skills in a particular area who is not the lowest person on the overtime wheel can be called in for overtime before the low person on the overtime wheel in an emergency or special circumstance where his experience, knowledge, or skill is required. The Department Head and/or his designee will indicate on the overtime wheel the emergency and/or special circumstance(s), the date of the overtime, the name of the employee with the specialized knowledge, skill or experience and the job that required his particular knowledge and expertise.

An employee passed over for an overtime opportunity when he is the lowest person on the overtime wheel shall be given an opportunity to work the next available overtime and each successive opportunity for overtime until that employee has worked the maximum number of overtime hours, worked by the employee who received the overtime, on the day he was passed over.

An employee passed over to work on Thanksgiving Day, Christmas Day (actual day) and/or Independence Day (actual day) shall receive double time (two times) his rate of pay for all missed hours plus holiday pay (refer to 12.4). The employee who was passed over to work on Thanksgiving Day, Christmas Day (actual day) and/or Independence Day (actual day) shall be given the opportunity to work the next available overtime and each successive opportunity for overtime until that employee has worked the maximum number of overtime hours on the holiday he was passed over.

The Union steward in each respective department shall review, on no later than a weekly basis, all overtime computations and work with the Department Head with respect to such equalization. It is the intention of both parties that this shall be an ongoing review and adjustment process.

Both overtime wheels, Highway and Park, will be posted at all times.

(2) Equalization of overtime shall not result in any interruption of work in order to obtain overtime.

(3) The selection of individuals for overtime within classification and consistent with prior overtime wheels (i.e., laborers, titlemen, mechanics) shall be solely a management prerogative with the understanding that the overall goal of the parties is to equalize overtime to the greatest extent possible. The Town shall notify the Union steward of any modifications to the selection process. The burden shall rest with the Town with respect to any such selection.

(4) A refusal to work overtime or an inability to contact an employee shall be credited against the employee as time worked for overtime purposes.

- (a) The amount credited against the employee shall be the maximum amount of overtime of any individual at that time within that classification.
 - (b) The burden shall rest with the employee on issues regarding alleged unavailability. The Department Head or his designee shall make every reasonable effort to contact the employee for working overtime. The Department Head shall use the home telephone, cell phone (if employee has a cell phone), and pager of the employee, if relevant, provided that such numbers have been given to the Department Head. All employee numbers will be posted next to their name on the overtime wheel.
- (5) Employees who desire to be excluded from overtime shall so notify the Department Head in writing. If the employee subsequently reconsiders and requests to be placed on the overtime roster, the Department Head shall be notified in writing. The employee will then be placed on the overtime roster on the following Monday after notifying the Department Head. The employee, when put on the roster, shall be credited with the maximum number of hours in his classification.
- (6) The Town reserves the right to restrict the use of overtime for safety reasons.
- (7) In the event an employee wishes to participate in overtime while that employee is on employer paid time off, then such employee must notify the appropriate Department Head and provide a pager, telephone number or cell phone number at which the employee may be reached. Failure to reach the employee shall not constitute grounds for proceeding under Article 4.
- (8) Within the parameters of the foregoing, overtime shall be equalized in terms of number of hours worked. Grievances may be filed only after a review by the Union steward and Department Head.
- (9) It is the intent of the parties that the employee with the least number of overtime hours, consistent with the foregoing, shall be the first person called for overtime purposes until such time as that

person's hours shall be equalized with other employees in the respective classification consistent with the overtime wheels (i.e., laborers/maintenance workers, titlemen, mechanics).

11.3 Mandatory Overtime

It is understood that in the event no employee or an insufficient number of employees are available to work, then the supervisor within the department may require all employees to work overtime on the basis of inverse departmental seniority in the classification affected. In the event that there are an insufficient number of employees to work, the supervisor may require other qualified departmental employees to work overtime as needed. Consistent with the overall procedures set forth in Article 11, the Town shall first exhaust all names on the departmental overtime wheels prior to requiring mandatory overtime.

11.4 Compensatory Time

Compensatory time in lieu of overtime pay may accumulate to a maximum of forty-eight (48) hours per year. However, only twenty-four (24) of those forty-eight (48) hours will be eligible to be used as time off. Employees will be permitted to cash out their compensatory time at any time between January 1st and November 1st each calendar year. Any compensatory time not used or cashed out by November 1st will automatically be paid to the employee by the end of November. No compensatory time may be accumulated from November 1st through December 31st. Employees will not be permitted to use hours worked at a double time rate or for which a shift differential applies as compensatory time. The use of all compensatory time (as time off) shall be upon the approval of the department head and/or his designee.

Article 12

Holidays

12.1 Upon completion of their probationary period, employees covered by this Agreement shall receive eight (8) hours pay or ten (10) hours pay if the Highway Department ten (10) hour day

schedule is in effect at their regular daily rate of pay for each of the following recognized holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Good Friday	Columbus Day	Christmas Day

12.2 Each holiday will be observed on the day on which it falls. However, holidays which fall on Saturday shall be observed on the prior Friday, and the holidays which fall on Sunday shall be observed on the following Monday.

12.3 To be eligible for holiday pay, employees must have worked the entire last scheduled workday before and the entire first scheduled work day after the scheduled holiday unless they have been on vacation leave or approved, employer paid sick leave. Employees absent from work on leave which is not paid (i.e., workers' compensation, disability, unpaid leave of absence) for by the employer on the day before or the day after a paid holiday shall not receive pay for the holiday. Approved sick leave shall be considered time worked for purposes of this section.

12.4 If an employee works Thanksgiving Day, Christmas Day (actual day) and/or Independence Day (actual day) that employee shall receive double time (two times) his rate of pay for all hours worked plus holiday pay.

Article 13

Vacations

13.1 Employees in the unit covered by this Agreement hired on or before December 31, 2006 shall be granted paid vacations upon completion of the years of continuous service in the Town of Clarence as follows:

One (1) full year of service	One (1) week
Two (2) full years of service	Two (2) weeks

Five (5) full years of service	Three (3) weeks
Ten (10) full years of service	Four (4) weeks
Fifteen (15) full years of service	One (1) additional day per year to a maximum of five (5) weeks

Effective January 1, 2004, beginning at twenty-one (21) full years of service, one additional vacation day will be granted every two (2) years thereafter to a maximum of six (6) weeks.

Employees hired on or after January 1, 2007, shall be granted paid vacations upon completion of the years of continuous service in the Town of Clarence as follows:

One (1) full year of service	One (1) week
Two (2) full years of service	Two (2) weeks
Five (5) full years of service	Three (3) weeks
Fifteen (15) full years of service	Four (4) weeks
Twenty (20) full years of service	Five (5) weeks

Beginning at twenty-five (25) full years of service, one (1) additional vacation day will be granted each year thereafter to a maximum of six (6) weeks.

13.2 Vacation time shall be calculated on the basis of employee's anniversary date and shall be bid during the month of December for the following calendar year.

13.3 Employees may request vacation at any time during the calendar year provided that employees shall not be permitted to schedule vacation prior to the date when such vacation has been actually earned. Every reasonable effort will be made to meet the preference of employees in accordance with seniority. However, Department Heads may, in their discretion and judgment, deny and reschedule requested vacation time when he/she determines that the granting of such request will adversely affect the operation of the Department.

13.4 There shall be no accumulation of vacation benefits from one year to the next and vacation benefits for a given year shall expire on the last day of such calendar year.

13.5 Accrued vacations must be taken in segments of at least one (1) week duration. However, one week of accrued vacation shall be available on a day at a time or hourly basis. With respect to employees who have four (4) or more weeks vacation in any calendar year, such employee may take two (2) weeks of vacation on a day at a time or hourly basis.

13.6 Recognized holidays under this Agreement or days observed as such shall not be charged to vacation, if such holidays fall during a scheduled vacation.

13.7 Upon death, retirement, or separation, excluding disciplinary suspensions or discharge or written waiver by the employee, the Town shall pay the employee for all unused vacation days earned at the employee's current rate of pay. Upon retirement or separation, such payment shall be made in a separate check within one (1) pay period of the event taking place. If an employee's benefits hereunder shall accrue due to death, payment shall be made in a separate check within one (1) pay period after sufficient proof is given to the Town of an authorized representative of such employee's estate.

Article 14

Insurance

14.1 Health Insurance

The Town shall provide basic health insurance coverage for employees covered by this Agreement. Premiums for health insurance coverage shall be shared by the Employer and the employee as set forth below. The Employer and the Union recognize that there may be changes to the insurance policies in effect as a result of modification by the insurance company. The Employer and the Union agree to meet to negotiate the impact of any such changes and to negotiate possible alternatives to any insurance coverage. The Employer shall not be responsible for changes made by the insurance company, including but not limited to, any changes in co-pays, deductibles, and/or specific coverages. There shall be no reimbursement for any changes in co-pays, deductibles, and/or specific coverages by the insurance company.

The Town shall have the option of providing two (2) single health insurance policies instead of the family plan for married employees with no dependent children. In the event the family plan is needed due to dependents, change from a single to family plan shall be accomplished as soon as possible in conformance with the health insurance requirements. Similarly, in the event that the employee is eligible to change from a family plan to a two-person plan or a single plan, such change will be accomplished as soon as possible in conformance with the health insurance requirements.

Premium Sharing For Employees Hired on or Before December 31, 2006

Months Employee is Employed with Town	Percentage of Premium Town is Responsible for	Percentage of Premium Employee is Responsible for
0 - 6 months	0%	100%
7 months - 36 months	75%	25%
37 months and more	100%	0%

Premium Sharing For Employees Hired on or After January 1, 2007

Months Employee is Employed with Town	Percentage of Premium Town is Responsible for	Percentage of Premium Employee is Responsible for
0 - 6 months	0%	100%
7 months - 36 months	75%	25%
37 months - 120 months	90%	10%
121 months and more	100%	0%

All employee contributions to health insurance premiums shall be deducted in equal installments from the employee's paycheck.

The parties agree that upon ratification of this contract, all employees covered by the contract will be enrolled in the Blue Cross/Blue Shield Community Blue HMO 202/202 Plus. For illustrative purposes and subject to the limitations set forth above, 14.7 below is a Summary of Benefits for the Blue Cross/Blue Shield Community Blue HMO 202/202 Plus.

14.2 The Employer and the Union agree that Blue Cross/Blue Shield Community Blue HMO 202/202 Plus with a \$5/\$15/\$35 prescription co-pay policy is the policy currently in existence in the Town. Such

coverage includes dependents to age 25, students to age 25 and extended medical care.

14.3 Once a year, as set by the Town, employees shall have the option to elect between Community Blue HMO 202/202 Plus or Traditional Blue. In the event the Traditional Blue Cross plan exceeds the monthly premium rate of the Community Blue HMO 202/202 Plus, the employee shall be responsible for the additional monthly premium rate by payroll deductions. This section shall only be applicable if the insurance carrier offers the plan to the Town.

14.4 The Employer and the Union shall create an insurance committee consisting of three (3) Employer representatives and three (3) Union representatives. The parties shall each select their own representatives. The committee shall meet as necessary to review insurance options. The Employer maintains the option to participate in other plans offered provided that coverage is similarly comparable to the plan set forth above and in Section 14.7, Summary of Benefits.

14.5 Health Insurance Opt Out Payment

For those employees who are eligible for health insurance which is paid in full by the Employer with no employee contribution required. The Employer agrees to pay employees a payment of one-third (1/3) the annual premium of individual or family coverage, whichever the employee was eligible for, up to a maximum of two thousand dollars (\$2,000) per year in exchange for withdrawing from the Town provided health insurance coverage. Employees who withdraw during their first six (6) months of employment will not be eligible for such payment. Employees who withdraw during their seventh (7th) month of employment through their thirty-sixth (36th) month of employment shall be eligible for a maximum of seventy-five (75%) percent of the opt out payment.

Employees who withdraw during their thirty-seventh (37th) month of employment through their 120th month of employment, who are required to contribute ten percent (10%) of the cost of the health insurance premium shall be eligible for a maximum of ninety percent (90%) of the opt out payment.

Such option must be exercised during the month of November, effective the following January 1. This same procedure shall apply to an employee opting back into the Town plan. This payment can be made only when the employee signs a statement that the employee has or will procure health insurance through the spouse's employment, other employment of the employee or a private insurance plan. Such payment shall be made at the end of the year the employee has withdrawn from. If the employee wishes to rejoin the plan within the year, the employee would only be entitled to a pro rata portion of the payment. If a husband and wife are both employed by the Town, only one of the two is eligible to receive the opt out payment described above and only when both the husband and the wife opt out of the town provided health insurance coverage. This payment can be made only when both the husband and wife sign a statement that they have or will procure health insurance through other employment of one of the spouses or through a private insurance plan.

14.6 Optical and Dental Coverage

The Employer will make the CSEA Employee Benefit Fund (EBF) optical plan (Gold 12 Vision), family coverage, and dental care plan (Horizon Dental), family coverage, available to employees covered by this Agreement. Premiums for the CSEA Employee Benefit Fund optical plan and dental care plan shall be paid one hundred percent (100%) by the Town.

14.7 The Town will continue the Section 125 flex plan and pay the annual charges. The Section 125 flex plan shall be made available to all employees in the bargaining unit. The Town shall not be responsible for making contributions to said plan. Contributions to the plan will be made solely by the employee.

14.8 Summary of Benefits

Community Blue HMO 202/202 Plus and Traditional Blue 901.

Community Blue HMO 202/202 Plus	HMO 202 Your Copay \$10/\$10	HMO 202 Plus Choose Your Copay \$0/\$20 or \$5/\$15
Medical Services		
Office Visits	\$10 copay	\$0 or \$5 copay
Pediatric primary care visits (up to age 19)	* Covered in full	* Covered in full
Routine physicals	\$10 copay	\$0 or \$5 copay
Well child visits and immunizations (up to age 19)	Covered in full	* Covered in full
Diagnostic x-rays	\$10 copay	\$20 or \$15 copay
Laboratory testing	Covered in full	Covered in full
Chiropractic care	\$10 copay	\$10 copay
MRI	\$10 copay	\$20 or \$15 copay
Specialist visits	\$10 copay	\$20 or \$15 copay
Women's Services		
Maternity Care	Covered in full after copay for initial visit	Covered in full after copay for initial visit
Gynecological office visits	\$10 copay	\$0 or \$5 copay
Mammograms	\$10 copay	\$20 or \$15 copay
Pap smears	Covered in full	Covered in full
Hospital Care		
Inpatient stay (semi private room) * no copay on maternity admissions	\$250/\$500	\$250/\$500 copay
Outpatient surgery facility	\$10 copay	\$20 or \$15 copay
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	\$20 or \$15 copay
Cardiac rehabilitation (24 visits per year)	\$10 copay	\$20 or \$15 copay
Occupational, speech, physical therapy (20 aggregate visits)	\$10 copay	\$20 or \$15 copay
Emergency room visit (waived if admitted to hospital)	\$50 copay	\$50 copay
Emergency ambulance (medically necessary)	\$50 copay	\$50 copay
Mental Health Care		
Inpatient (30 days per member per year)	\$250/\$500 copay	\$250/\$500 copay
Outpatient (20 visits per member per year)		
Visits 1-5	50% copay	50% copay
Visits 6-20	50% copay	50% copay
Substance Abuse Treatment		
Inpatient detoxification (Detox only)	\$250/\$500 copay	\$250/\$500 copay
Outpatient (60 visits per member per calendar year)	\$10 copay	\$10 copay

Other Services		
Diabetic supplies and equipment	\$10 copay	\$0 or \$5 copay
Durable medical equipment (no limit)	20% copay	20% copay
Home health care (In-network unlimited visits, Out-of-network 365 visits)	\$10 copay	\$20 or \$15 copay
Hospice (unlimited days)	Covered in full	Covered in full
Prosthetic devices	20% copay	20% copay
Skilled nursing facility non-custodial (50 days)	\$250-\$500 copay	\$250-\$500 copay
Second annual dental exam	N/A	Free
Prescription drugs, no deductible (*no copay for generic contraceptives)	\$5/\$15/\$35 copay	\$5/\$15/\$35 copay
Vision Care		
Vision Exam for each family member (Vision Plus copay reflected)	\$10 copay	\$10 copay
Frames	Low copays	Low copays
Eye glass lenses	Low copays	Free
Contact lenses	Discount	\$40 off first pair
Dependent Coverage		
Dependent/Student coverage to age	25/25	25/25
Out-of-network		
Deductible	N/A	\$250-\$500
Coinsurance	N/A	80%/20%
Out-of-pocket maximum	N/A	\$2,000/\$4,000
Lifetime maximum	N/A	Unlimited

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible, and prescription plan variations may occur. Please check with your employer.

* Effective January 1, 2004.

Traditional Blue 901 Summary of Benefits

Traditional Blue 901 > Freedom to use any provider, no referrals, many hospital and medical services are paid in full when using a participating Traditional Blue Plan Provider, access to over 3,000 physicians in Western New York, plus out of area coverage.	
Medical Services	
Office Visits Annual Routine physicals Well child visits and immunizations (up to age 19) Diagnostic x-rays Laboratory testing	*Covered \$50.00 allowance Covered in full Covered in full Covered for the first \$100. Further charges are eligible under major medical subject to deductible and co-insurance.
Chiropractic care MRI (Preauthorization required)	*Covered Covered in full
Women's Services	
Maternity Care (prenatal & postnatal care) Annual gynecological exam Mammograms Annual pap smears	Covered in full after initial copay Covered in full Covered in full Covered in full
Hospital Care	
Inpatient stay (semi private room) Outpatient surgery facility Chemotherapy, radiation therapy Cardiac rehabilitation (24 visits within a 12 week period)	Covered in full Covered in full Administration covered in full *Covered
Occupational, speech, physical therapy (unlimited visits)	*Covered
Emergency room visit Emergency ambulance (medically necessary)	Covered in full *Covered
Mental Health Care	
Inpatient (30 days per member per year) Outpatient	+ Hospital stays covered in full 30 visits covered at \$50
Substance Abuse Treatment	
Inpatient (3-5 days detox) Outpatient (60 visits per member per calendar year)	Covered in full Covered in full
Other Services	
Diabetic supplies and equipment Durable medical equipment Home health care & IV Therapy (365 visits) Hospice (210 days) Prosthetic devices Skilled nursing facility non-custodial care (unlimited days)	*Covered *Covered Covered in full Covered in full *Covered *Covered
Prescription drugs (up to a 30 day supply) with no deductible	\$10/\$20/\$40 copay
Dependent Coverage	
Dependent/Student coverage to age	19/19
Major Medical	
Deductible	\$250/\$500
Coinsurance	80%/20%

Major Medical Out-of-pocket maximum Lifetime maximum	\$500 Individual /\$1,000 Family Aggregate Unlimited
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*Subject to deductible and co-insurance.

+An additional 30 days are covered under Major Medical, subject to deductible and co-insurance.

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible, and prescription plan variations may occur. Please check with your employer.

* As of January 1, 2004.

14.9 Workers' Compensation

The Employer will provide workers' compensation coverage and shall select the plan and carrier.

14.10 Disability Insurance

The Employer agrees to provide a short-term disability insurance plan to all employees covered under this Agreement who have served continuously for four consecutive weeks. Said coverage will contain benefits that are commensurate with those provided for under Article 9 (Disability Benefits) of the New York State Workers' Compensation Law. If the Employer, for any reason, is unable to obtain such coverage this obligation under the Disability Insurance section shall cease and the Union and the Employer shall meet to discuss the impact of the insurance discontinuation and/or to bargain regarding alternatives to coverage.

The following provisions apply to the disability insurance:

1. The Employer reserves the right to select the disability insurance provider. The provider will make all eligibility and benefit entitlement determinations under the plan.
2. All employees will participate in and will contribute an amount commensurate with Article 9 of the New York State Workers' Compensation Law (currently \$.60) per week toward the cost of disability insurance to be deducted from their paychecks.

3. Any waiting periods will be commensurate with Article 9 of the New York State Workers' Compensation Law. This provision currently requires a five (5) working day or seven (7) calendar day waiting period, whichever is less, after injury or illness, before drawing benefits.

4. Employees, at their option, may use accumulated sick time during the waiting period. Sick time must be used in hours or full day increments while the employee is receiving benefits from the plan.

5. Vacation leave that is unused at the end of a calendar year due to an employee on short-term disability under this section will not be forfeited. Any unused vacation leave at the end of the calendar year will be paid in the first paycheck of the new year.

6. Employees will not earn vacation or sick leave credits while receiving just disability benefits. Employees using sick, vacation or personal leave while receiving disability benefits will continue to accrue vacation and sick leave credits.

Article 15

Retirement

15.1 The Employer shall provide all employees in the unit covered by this Agreement with the retirement benefits provided for in Section 75(i) of the New York State Retirement System.

Article 16

Sick Leave

16.1.a All full-time employees in the unit covered by this Agreement shall be entitled to thirteen (13) days absence per year due to personal illness or injury. Sick leave benefits shall not be utilized during the first six (6) months of employment. Upon the completion of six (6) months of service, employees covered by this Agreement shall be credited with seven (7) sick leave days toward the thirteen (13) sick leave days.

16.1.b Any employee taking six (6) days paid absence in single or double day occurrence under subdivision (a) hereof shall not receive payment for the seventh (7th) day of each seventh (7th) day thereafter, and further provided that all such absences occur within the same calendar year.

16.1.c Any employee may include as "Personal Illness" a visit to his/her doctor or dentist if written verification by the doctor or dentist is submitted to the Department Head. Such absences shall not be included in computing the six (6) day absence under subdivision (b) hereof. Each employee shall have the option of taking one half (½) or one (1) full day absence for a visit to the doctor or dentist.

16.2 Employees hired on or before December 31, 2006 may accumulate a maximum of two hundred (200) sick leave days. Sick leave shall not accrue or accumulate during any unpaid leave period. After an employee has accumulated two hundred (200) days that employee will continue to receive thirteen (13) additional sick days each year and will be eligible to receive the following benefit if they use only the number of sick days listed below. Such benefit shall be paid in the first pay period of the following calendar year.

Maximum Sick Days Used	Benefit To Employee
Only three (3) days	Three (3) days pay
Only two (2) days	Three and one-half (3½) days pay
Only one (1) day	Four (4) days pay
Zero (0) days	Five (5) days pay

For employees who have accumulated two hundred (200) sick days, any unused sick days remaining at the end of the calendar year shall not be carried over into future years.

Employees hired on or after January 1, 2007 shall be able to accumulate unlimited sick leave benefits.

16.3 Sick leave shall not be regarded as earned time off with pay (and thus may not be used for any purpose other than legitimate illness) unless otherwise permitted under other provisions of this Agreement. Employees shall, if possible, contact the office of the

Department Head, by telephone, at least thirty (30) minutes prior to the commencement of the shift.

16.4 Employees shall provide a written physician's statement after three (3) consecutive days of illness and may be required to furnish a physician's statement for periods of illness less than three (3) consecutive days for sick leave days utilized immediately prior to or subsequent to holidays, vacation, or any paid time off.

16.5 Upon the termination of employment in any regard, all accumulated sick leave shall be canceled. An employee who is subsequently rehired within one (1) year shall be credited with the amount of sick leave accrued at the time of termination.

16.6 The Town shall pay the cost of annual physical examinations only, as distinguished from other physicals provided for in this Agreement, if required of employees after hire. The Town reserves the right to select the doctor and the time and place where such examinations are to be conducted.

16.7 Upon retirement, employees hired on or before December 31, 2006, shall be permitted to convert accumulated sick leave to wages on the basis of one (1) hour accumulated sick leave to one (1) hour's wages, calculated on the basis of the straight time hourly rate at the time of retirement with the Town, which wages shall be utilized exclusively for the payment of continued medical coverage for the retirees and his/her spouse at the time of retirement commencing upon the date of retirement. In the event of the death of such retired employee, the balance of such wages shall be utilized exclusively to the payment of continued medical coverage for the surviving spouse at the time of retirement of the deceased retired employee. Upon death of both the retired employee and his spouse at the time of retirement all obligations of the Town will cease.

16.8 An employee hired on or before December 31, 2006, who has a minimum of ten (10) consecutive years of service with the Town of Clarence, qualifies for a New York State pension, and at the time of leaving the Town of Clarence is eligible to retire without a reduction in retirement payment due to age or legislative incentive to reduce years of service, shall have insurance paid, 50% provided in the above paragraph (accumulated sick leave) and the other 50% or a

portion thereof, by a formula of 2 1/2% of the premium for each year of consecutive Town of Clarence employment. In the event of the death of such employee, the balance of such formula (2 1/2%) accumulation shall be utilized exclusively to the payment of continued medical coverage for the surviving spouse at the time of retirement of the deceased eligible person, and upon the death of both the eligible person and his/her spouse at the time of retirement, all obligations of the Town shall cease.

16.9 Employees hired on or after January 1, 2007, who meet the eligibility requirements as set forth in Section 16.7 of this Agreement, shall be eligible to obtain health insurance benefits upon retirement through the Town; however, the cost of the premiums for such coverage will be the full responsibility of the retired employee, except that such employee(s) may still use their accumulated sick leave to pay up to fifty (50%) percent of the cost of the premiums.

16.10 To be eligible to have a portion of their health insurance in retirement paid for by the Town as set forth in paragraph 16.8 above, a retired employee, upon becoming Medicare eligible, must select a "Senior Supplemental Health Insurance Plan" from the senior supplemental health insurance plans offered by the Employer.

Upon attaining the Medicare eligible age, if the retired employee elects coverage under a non-senior supplemental health insurance plan, the Town will not be required to pay any portion of the health insurance premium and the full cost of the premium shall be the sole responsibility of the retiree, except that the retiree may have a maximum of fifty (50%) percent of the monthly premium paid as set forth in paragraph 16.7 above.

Upon attaining the Medicare eligible age, the retired employee may also opt to use their accumulated sick leave balances to offset the cost of Medicare Part B for the retired employee and his/her spouse at the time of retirement.

16.11 The Board may grant additional sick leave benefits up to one (1) year to any employee represented by the bargaining unit. The employee or his CSEA representative must make written application

to the Town Board not less than one week prior to the final day of benefits available (i.e., one week prior to the date in which all sick leave time, compensatory time, medical insurance benefits, and vacation time is exhausted). Extension of benefits will be given only in extreme hardship cases which will be determined by the Town Board on a case-by-case basis. The Town Board will not be arbitrary, capricious, or discriminating in its granting or denying the benefits of this provision.

16.12 In the event an employee does not use any sick leave within the same calendar year, the employee shall receive an additional personal leave day during the following year. Such days shall not otherwise be accumulative.

Article 17

Personal Leave

17.1 Upon completion of one (1) year of continuous employment, employees in the unit covered by this Agreement, shall be permitted four (4) days absence per year to conduct personal business which cannot be conducted after normal working hours under the following circumstances:

a. Requests for personal leave must be submitted in writing, to the employee's immediate supervisor at least two (2) calendar days prior to use, where possible, stating the general reason for the request.

b. Requests for personal leave must be approved by the Department Head.

c. Any unused personal leave days shall be added annually to the employee's accumulated sick leave as provided in 16.2.

17.2 The President and/or his designee of the Local Union shall have the right to seven (7) paid days to attend union sanctioned conventions, seminars, and/or other union related business during each contract year, that said employee gives a minimum of seven (7) days prior notice if possible (the burden of proof of notification is on the Union) to the respective Department Head regarding same,

that pay be based solely on straight time, and that the Union give written verification that the President or his designee attended such convention, seminar, or other union business on the day of absence.

Article 18

Jury Duty and Subpoena

18.1 An employee who has completed his/her probationary period, who is summoned and is actually required to attend and serve as a juror will be paid up to eight (8) hours straight time pay per day for time actually lost from work due to such jury duty. Jury duty pay shall apply only to jury service performed during the scheduled workweek.

18.2 To receive the pay described in Article 18.1 above, the employee shall be requested to:

- a. Notify his/her immediate supervisor as soon as possible before the day the employee is required to report for jury service.
- b. Return to his immediate supervisor a completed form certified by the County Clerk identifying the dates the employee served jury duty.
- c. Cooperate with the Employer in requesting excuse or delay from jury service where the employee's absence will adversely affect the Employer's operations.
- d. It is understood that employees will report back for work at any time when they are free from the responsibility of jury duty.

18.3 An employee who has completed his/her probationary period and who is subpoenaed and is actually required to attend a Court Trial as a witness will be paid the difference between the compensation he/she receives as a witness for the time actually lost from work due to his/her Court appearance (up to eight (8) hours straight time pay for the same case or trial). Mileage allowance paid in accordance with the subpoena shall be retained by the employee. Should the subpoena compensation be greater than the employee's

pay, he/she shall have the option to retain same in full, in lieu of receiving his/her pay.

To receive the pay described in Article 18.3 above, the employee shall be requested to:

- a. Notify his/her Department Head or immediate supervisor if the Department Head is unavailable as soon as possible before the day the employee is required to report for trial as a witness.
- b. Deliver the subpoena to his/her Department Head immediately upon return to work.
- c. Make all reasonable effort with the attorney who issued the subpoena to minimize the number of hours the employee shall lose from work.
- d. It is understood that the employee will report back to work as soon as he/she is free from the responsibility of Court appearance.

Article 19

Bereavement Leave

19.1 In the event that an employee is bereaved by the death of a mother, father, mother-in-law, father-in-law, brothers, sisters, children, stepchildren, grandchildren, or spouse, such employee shall be entitled to a leave not to exceed five (5) workdays at his/her regular straight time rate of pay, provided:

- a. The employee attends the funeral.
- b. Except as provided herein, bereavement leave shall not apply during periods when the employee involved is absent from work for any reason.

19.2 In the event that an employee is bereaved by the death of a brother-in-law, sister-in-law, grandparent, or spouse's grandparent, such employee shall be entitled to a leave not to exceed three (3) workdays under the same terms and conditions set forth above.

19.3 In the event an employee is bereaved by the death of an aunt, uncle, or first cousin, such employee shall be entitled to a leave not to exceed one (1) workday under the same terms and conditions set forth above.

19.4 Employees may, upon prior request and approval of the Department Head, be permitted one (1) day to attend the funeral of individuals not included in the family set forth above and shall be able to utilize vacation or personal time. If an employee has exhausted all personal accruals and vacation time in one day increments, he shall have the option to use a vacation day from a whole week (a whole week meaning five (5) workdays) for the purpose of attending the funeral of a person not identified in the sections above.

Article 20

Military Leave

20.1 Military leave benefits shall be available to all employees in the unit covered by this Agreement to the extent that such benefits are mandated by law.

Article 21

Fire Duty

21.1 Employees in the unit covered by this Agreement, who are members of one of the Town of Clarence, New York Volunteer Fire Companies shall be excused to attend fires, accidents or other such emergencies occurring within the Town of Clarence, New York, without loss of pay, provided that such employees:

- a. Obtain permission from his/her immediate supervisor.
- b. Provide their own means of transportation if available.
- c. Providing that there is a letter on file with the Town annually from each Fire Chief providing an authorization of these employees certified to respond to alarms within their respective districts.

21.2 Nothing contained herein shall restrict the Employer from denying such request upon its determination that such employee's absence will adversely affect the operation of the Employer.

Article 22

Leave of Absence Without Pay

22.1 Employees in the unit covered by this Agreement may request, in writing, a leave of absence without pay, not to exceed one (1) year. The determination of whether a request for leave without pay shall be granted rests solely in the discretion of the Town and shall not be subject to the grievance and arbitration provisions of this Agreement. The Town shall render determinations for requested leaves of absence without pay within ten (10) working days.

22.2 Employees shall not earn or accrue seniority and/or any other benefits under this Agreement during a period of leave of absence without pay. Upon to return to work upon completion of leave of absence without pay, such employee shall have such seniority rights enjoyed at the time such leave commenced.

22.3 An employee shall notify the Town at least two (2) weeks prior to his scheduled return to work to confirm the date that he will report to work.

22.4 The failure of an employee to return to work upon the expiration of the leave or upon a mutually agreeable date shall be considered as a voluntary quit.

22.5 A leave of absence without pay may be extended only by mutual agreement of the parties and such determination to extend a leave of absence is not subject to the grievance and arbitration provisions of this Agreement.

Article 23

Personnel Files

23.1 Employees covered by this Agreement shall, upon request, be permitted to review their personnel files, accompanied by a

representative of their choice, provided that the examination of personnel files shall be by appointment only; shall take place only in the administrative offices where such files are maintained; and shall take place only in the presence of a designated representative of the Employer.

23.2 Employees shall be permitted to respond, in writing, to any material included in his/her file.

23.3 Employees shall be provided with copies (within one (1) week) of any inclusions in his/her file except for confidential pre-employment data.

23.4 Information regarding pre-employment status, such as references, etc., shall be considered confidential and not subject to review by employees.

23.5 There shall be one (1) official personnel file for each employee covered by this Agreement and such official file shall be retained in the Clarence Town Hall. Any and all materials used or to be used in discipline actions taken against such employee shall be included in such official file. This provision shall not deny the right of each Department Head to keep a separate file for his or her own use, relative to any or all of the employees within said Department. All material which is disciplinary in nature (i.e., written reprimand, suspension, fine, demotion) related to a past or present disciplinary action and/or in any way job/work related shall be included in and be a part of that employee's official personnel file permanently. Any derogatory material which is not disciplinary in nature, not related to a disciplinary action and/or not job/work related shall be removed from the employee's personnel file after twelve (12) months.

Article 24

Residence Requirement

24.1 The Town of Clarence residency requirements as set forth in Town of Clarence by Local Law #1-2004, Code 39-11 to 39-15 is hereby incorporated by reference.

Article 25

Non-Discrimination

25.1 Neither party to this Agreement shall discriminate against any applicant for employment or employee covered by this Agreement with regard to sex, age, creed, race, color, disability, or national origin, or any other basis protected by law.

Article 26

Legislative Action

26.1 It is agreed by and between the parties hereto that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article 27

Savings Clause

27.1 If any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

27.2 If a determination is made as per Section 27.1 of this Article, the parties to this Agreement agree to reconvene within ten (10) working days of the determination to commence negotiations for a legally acceptable and satisfactory replacement of such provision.

Article 28

General - Safety Shoes, Out-of-Title, Mileage, Pesticide License

28.1 The Town shall pay a mileage allowance at the rate allowed by the IRS to each employee covered under this Agreement who uses his/her personal vehicle for work related travel provided such is approved by his/her Department Head, or his/her duly authorized representative. This provision is not intended to include the use of a personal vehicle for travel from the employee's residence to the employee's initial worksite for the day and/or from the employee's final worksite for the day to the employee's residence. It is understood that employees who are from time to time required, in the course of performing their job duties, to report for an entire day or any significant portion thereof to a location outside the Town of Clarence for work related purposes and who are required to use their personal vehicle for such travel will be eligible for mileage reimbursement pursuant to this section.

28.2 An annual shoe/work clothing allowance shall be provided for approved work clothing/safety shoes upon the submission of an appropriate voucher and supporting documentation to the employee's respective supervisor. Such shoes shall be worn at all times. Refusal to wear such shoes shall result in disciplinary action. All new employees shall be allocated at the same amount during their first year of employment regardless of the date of hire.

Effective January 1, 2007 the allowance shall be \$170.00 Effective January 1, 2008 the allowance shall be \$180.00 Effective January 1, 2009 the allowance shall be \$190.00 Effective January 1, 2010 the allowance shall be \$200.00
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28.3 Out-of-Title Work

An employee who is assigned by his Department Head or his designee to a job title paid more than the employee's regular rate and assumes and performs the responsibilities of the higher paid job title, for one (1) or more hours in a shift, shall receive the pay rate of the higher job title for the hours worked in that job title.

It is understood that out-of-title work will be assigned first to the most senior qualified employee within job classification. In that regard it is also understood that there are a variety of circumstances where assignment to the most senior, qualified person will not be required (i.e., safety, experience, efficiency, to avoid interruption of scheduling or to complete ongoing projects of a one-week duration or less).

If four or more employees work on a crew and there is no working crew chief or the working crew chief is unavailable, the Department Head shall assign the most senior qualified employee of the crew (within the highest job classification) to work out-of-title as working crew chief.

Employees may be temporarily transferred to other departments due to workload requirements. The employee's rate of pay shall not change due to this temporary assignment. A temporary transfer is defined as five (5) working days or less. Temporary transfers will not be made for disciplinary reasons.

28.4 Any changes in the status of an employee's driver's license shall be reported immediately to the Department Head and the Town Supervisor's office by the employee. Failure to report such a change in status is just cause for issuing disciplinary action.

28.5 Pesticide License Reimbursement

Upon submission of a receipt, the Town shall reimburse an employee for a pesticide license.

Article 29

Call In Time

29.1 Each employee covered under this Agreement shall be paid a minimum of four (4) hours pay at the applicable straight or overtime rate for each call in which occurs following the employee's normal workday.

In the event the call in is two (2) hours or less before the employee's normal starting time, the minimum pay will be two (2) hours at the applicable straight or overtime rate.

29.2 An employee may be called in for overtime by the appropriate supervisor at any time prior to the scheduling of overtime. The payment for any such time shall not commence until the employee actually commences work for the Town.

The inclusion of such language is not intended to eliminate any other call in or overtime provision with regard to minimum payment, but rather, is designed solely to provide an orderly procedure for such calls. It is expressly understood that if a supervisor knows that overtime will be necessary, the supervisor may notify the employee of such need as soon as practicable and that overtime does not commence at the time of such notification. The Town shall endeavor to call employees either prior to 10:00 p.m. or within one (1) hour of their scheduled start for overtime purposes.

Article 30

Bulletin Boards

30.1 The Union shall be permitted to post notices of its meetings and/or other Union affairs on up to three (3) Town bulletin boards, one of which shall be located in the lunchroom or other place of assembly of employees in the Highway and Parks and Recreation, and any other Department buildings. It is understood that such notices shall be posted only with prior approval of the Union Unit President and that such notices shall not constitute any material derogatory to the Town. The Town agrees that it shall provide, at least, one-half ($\frac{1}{2}$) of the space on such bulletin boards for the posting of the aforementioned material and that its representatives and/or agents shall not remove any material from the designated bulletin boards. Bulletin boards not already erected in the areas stated herein shall be erected within thirty (30) days of the execution of this Agreement.

Article 31

Wages

31.1 Shall be set forth in the salary scheduled attached:

January 1, 2007 3.0% wage increase on the 01/01/06 entry level and next level salary schedules for all titles retroactive to 01/01/07.

January 1, 2008 3.0% wage increase on the 01/01/07 entry level and next level salary schedules for all titles.

January 1, 2009 3.0% wage increase on the 01/01/08 entry level and next level salary schedules for all titles.

January 1, 2010 3.0% wage increase on the 01/01/09 entry level and next level salary schedules for all titles.

Assistant Auto Mechanic(s):

a. Shall receive retroactive wage increase at their current hourly rate times the percent increase retroactive to January 1, 2007. Effective 01/01/07 to 10/24/07 (Town Board ratified), the retroactive entry-level hourly wage increase is \$20.1597. Effective 01/01/07 to 10/24/07 (Town Board ratified), the retroactive next level hourly wage increase is \$20.6466.

b. Upon ratification of the Tentative Agreement by the parties, the assistant auto mechanic(s) shall receive the MEOI hourly rate of pay (applied prospectively). Effective 10/25/2007 the entry-level hourly wage shall increase to \$21.6552. Effective 10/25/2007 the next level hourly wage shall increase to \$22.1884.

Laborers

a. The entry-level and next level hourly rate for laborer(s) shall be decreased by one (\$1.00) dollar. The entry-level hourly rate would be decreased to \$17.1432. As of January 1, 2008, the entry-level hourly rate would increase by 3.0% and each January 1st thereafter up and to January 1, 2010. The next level hourly rate would be

decreased to \$17.6609. As of January 1, 2008, the next level hourly rate would increase by 3.0% and each January 1st thereafter up and to January 1, 2010.

b. The Town agrees that employees employed as maintenance workers on October 25, 2007 will not be laid off and rehired as laborers. The number of maintenance workers in any department shall not fall below fifty (50%) percent of the total number of maintenance workers and laborers in that department combined. As of October 1, 2007, there are 14 maintenance workers in the Highway Department and 9 maintenance workers in the Parks Department. (The intent of the parties is to maintain a balance of maintenance workers and laborers).

31.2 The Town will pay longevity payments in accordance with the following schedule, in a lump sum, (in a separate check), to be paid in the next pay period of the employee's affected anniversary date.

After Completion of Years of Service	2007	2008	2009	2010	Yearly Thereafter
05 to 09	\$575.00	\$625.00	\$675.00	\$725.00	\$725.00
10 to 14	\$625.00	\$675.00	\$725.00	\$775.00	\$775.00
15 to 19	\$700.00	\$750.00	\$800.00	\$850.00	\$850.00
20 to 24	\$825.00	\$875.00	\$925.00	\$975.00	\$975.00
25 and up	\$900.00	\$950.00	\$1,000.00	\$1,050.00	\$1050.00

Article 32

Alternate Light Duty Program

Purpose: The purpose of the alternate light duty program is to assist employees who have been injured on the job to return to work as quickly as possible. In this regard, it is recognized by the parties that it is beneficial to return such employees to work, prior to their complete recovery when the employee is able to perform appropriate job duties and when the Employer has such work available for the employee.

Eligibility: An employee who:

1. Has been injured at work; and

2. Is classified as partially disabled at 60% or less; and
3. Has a prognosis of full recovery (defined as the ability to perform the full duties of the job which the employee held at the time he/she was injured) within three months (defined as three months prior to the date of full recovery given by the examining physician) shall be eligible to request a light duty assignment provided that such light duty assignment does not create a hardship on the Town, or his/her co-workers or result in a disproportionate number of employees being assigned to a light duty assignment.

Medical Documentation: All light duty assignments must be supported by appropriate medical documentation provided by the employee requesting such assignment to his/her Department Head. Such medical documentation must include at a minimum:

1. A statement of the physical limitations which will need to be taken into consideration in formulating the assignment; and
2. The expected date upon which the employee will be able to return to full duty.

The Employer shall have the right to require the employee to undergo an independent medical examination to determine the employee's limitations. The Employer may require any employee on a light duty assignment to submit an updated statement of his/her medical condition and/or a statement regarding the extent of his/her physical limitations regularly, but no more than once every six (6) weeks.

Light Duty Assignment: A light duty assignment may or may not involve the performance of some of the duties of the employee's regular position or some duties of an alternative existing position or a composite of tasks from several positions. Such duties may include the duties of another blue-collar job classification, a white-collar job classification or an exempt position. The parties agree that no light duty assignment which includes the duties of a white-collar job classification or an exempt position shall result in the layoff of any person in a white collar or exempt position. The parties further agree that the assignment of the duties of a white-

collar job classification or an exempt position shall not result in the loss of the exclusivity of such work to the white-collar unit or to the exempt position and that such shall not form a basis for any demand by the blue-collar unit to request the inclusion of such work/position in the blue-collar unit.

Overtime and Out-of-Title Pay: An employee who is approved by the Employer for a light duty assignment shall not be entitled to any out-of-title pay differential despite the period of time that the employee holds such assignment. Employees on a light duty assignment shall not be eligible to work overtime during the period of light duty assignment and upon return to full duty upon the conclusion of a light duty assignment that employee's overtime shall be equalized with the employee with the highest overtime on the respective overtime wheel.

Maximum Period of Assignment: The maximum period of time that any employee may hold a light duty assignment shall be three (3) months in any rolling twelve (12) month period. No employee shall be grandfathered under this provision and it shall become effective upon execution of the CBA and such employee(s) shall be subject to the three (3) month limitation. In order to return to employment at the expiration of a light duty assignment or any time after the termination of the light duty assignment, the employee must be certified as fully capable of performing all the essential functions of his/her job title. Employees unable or unwilling to return to full duty at the conclusion of the three (3) month light duty assignment and any extension thereof, in accordance with this provision shall be placed on leave of absence due to disability.

Extension of Light Duty Assignment: In exceptional circumstances where the employee's light duty assignment has expired (the employee has been on light duty for the full three (3) month period) and the employee did not recover within the expected period of time, the employee may make a written request to the Town Board to extend the light duty assignment on a discretionary basis. Such extensions shall be granted only for very limited periods of time (i.e., one week at a time) and only when supported by satisfactory medical documentation. Such extensions shall be at the sole discretion of the Town Board and such shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Termination of Light Duty Assignment: A light duty assignment may be terminated prior to its expiration if it is determined, based on medical documentation, that the employee is able to return to full duty at a time prior to the date specified in the original prognosis.

Article 33

Drug and Alcohol Testing Procedure

1. All employees holding any class of Commercial Drivers License (CDL) are required to undergo random drug and alcohol testing pursuant to Federal Law. The Town, at its sole and exclusive discretion, shall select a clinic to administer such testing. The following procedure shall be followed when an employee(s) is to be tested:

a. The clinic will telephone the Department Head in the morning and inform them that an employee in that department has been selected for testing. This notification shall occur prior to the clinic identifying the identity of the specific individual(s) who have been selected for testing. Thereafter, the clinic shall send to the department, via facsimile, written notification of the testing including the identity of the individual(s) to be tested.

b. After receiving the telephone call from the clinic but prior to receiving the written notification, the Department Head or his/her designee shall notify the (department) union representative or his/her designee and the two shall instruct the individual(s) to be tested that he/she must report immediately to the clinic for testing.

c. If an employee is selected for testing and such employee is not present at work that day, such employee shall be directed to report to the clinic for testing immediately when the employee next reports to work. It is understood that in the event that an employee is not at work on the date upon which he/she is selected for random testing, neither the union representative or his/her designee or the Department Head or his/her designee shall inform such employee that he/she will be tested upon his/her return to work.

Article 34

Final Agreement

34.1 This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the Employer and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all these terms and conditions. The parties acknowledged that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

34.2 Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at that time when they negotiated or signed this Agreement.

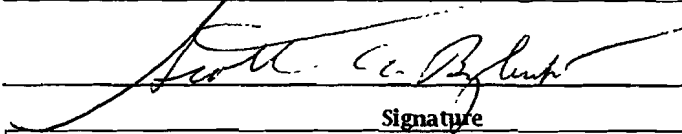
Article 35

Duration

35.1 This Agreement made and entered into by and between the Employer and the Union is effective January 1, 2007 and will continue in force and effect until midnight December 31, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed each by its authorized officials and representatives.

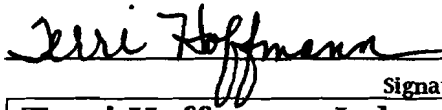
Town of Clarence



Signature

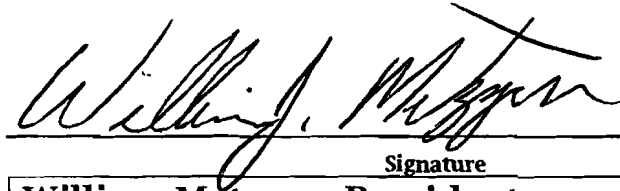
Scott A. Bylewski, Supervisor

Civil Service Employees Association, Inc.



Signature

Terri Hoffmann, Labor Relations Specialist



Signature

William Metzger, President

TOWN OF CLARENCE SALARY SCHEDULE

TITLE	JANUARY 1, 2007		JANUARY 1, 2008		JANUARY 1, 2009		JANUARY 1, 2010	
	ENTRY	NEXT	ENTRY	NEXT	ENTRY	NEXT	ENTRY	NEXT
Auto Mechanic	22.9188	23.4637	23.6063	24.1676	24.3145	24.8926	25.0439	25.6394
Working Crew Chief	22.9073	23.4173	23.5945	24.1198	24.3023	24.8434	25.0314	25.5887
Heavy MEO	21.9450	22.4667	22.6033	23.1407	23.2814	23.8349	23.9798	24.5499
General Mechanic	21.9450	22.4667	22.6033	23.1407	23.2814	23.8349	23.9798	24.5499
Assistant General Mechanic	21.6552	22.1884	22.3048	22.8540	22.9740	23.5396	23.6632	24.2458
MEO I	21.6552	22.1884	22.3048	22.8540	22.9740	23.5396	23.6632	24.2458
Groundskeeper	21.6552	22.1884	22.3048	22.8540	22.9740	23.5396	23.6632	24.2458
Recreation Attendant	21.6552	22.1884	22.3048	22.8540	22.9740	23.5396	23.6632	24.2458
* Assistant Auto Mechanic	* 20.1597	* 20.6466						
	* 21.6552	* 22.1884	22.3048	22.8540	22.9740	23.5396	23.6632	24.2458
Maintenance Worker	18.6874	19.2207	19.2480	19.7973	19.8254	20.3912	20.4202	21.0029
* Laborer	17.1432	17.6609	17.6574	18.1907	18.1872	18.7364	18.7328	19.2985
Laborer Crew Chief	50,428.92		51,941.79		53,500.04		55,105.04	
Auto Mechanic Crew Chief	24.0549	24.3911	24.7765	25.1228	25.5198	25.8765	26.2854	26.6528

* Assistant Auto Mechanic(s) - Refer to Article 31 - Wages.

* Laborer(s) - Refer to Article 31 - Wages.

INCREMENT ADVANCEMENT

Any employee placed at the entry level of a particular job classification shall automatically be appointed to the final level of such job classification when such employee remains in that job classification for a period of one (1) year, subject to the following:

The Department Head or his Deputy, in his absence, may deny such employee elevation to the first level upon submitting such denial, in writing, to the employee and the Town Board at any time prior to the expiration of one (1) year (365 consecutive days) that such employee shall work in such job classification(s). In the event that such written denials (any such denial will not be arbitrary or capricious) is submitted thereunder, at the discretion of the Department Head, such affected employee will be returned to the job classification he/she had prior to his/her promotion to the level job classification (or placed on the entry level if the employee had no position with the Town immediately prior thereto and reviewed yearly thereafter).

APPENDIX A

Job Descriptions

The enclosed constitute job descriptions for each title covered under the bargaining unit. The Town does not in any manner waive, limit, modify, or otherwise change its management rights to add new jobs, hire, fire for cause, create temporary or permanent layoffs, invoke disciplinary measures for cause and the like.

Laborer Crew Chief

General Statement of Duties: Supervises and actively participates in the skilled and unskilled work of construction and maintenance; does related work as required.

Supervision Received: Works under the supervision of a higher-ranking employee for assignment, report, and inspection of work.

Supervision Exercised: Exercises partial supervision over a group of laborers for assignments and inspection of work.

Examples of Duties (Illustrative only):

1. Supervises the activities of laborers engaged in construction and maintenance work as digging and cleaning ditches, cutting grass, loading and unloading trucks, clearing brush, and snow removal.
2. Supervises workers by assigning work, giving instructions, issuing tools and equipment, and inspecting work.
3. Participates in the unskilled work; keeps time records of men; and prepares routine reports.

Recruiting Requirements, Knowledge, Skill and Ability: Good knowledge of construction and maintenance work; ability to read rough plans and follow general instructions; ability to oversee the work of a small group of men on routine assignments, resourcefulness; judgment; initiative; good physical condition.

Experience and Training: Elementary school education and two years of experience in construction or maintenance work, or equivalent combination of training and experience.

Auto Mechanic

General Statement of Duties: Repairs and maintains various types of mechanical and automotive equipment used in the Town Highway services; does related work as required.

Distinguishing Features of the Class: Under general supervision of Highway Superintendent is responsible for a wide variety of repair and maintenance work on all types of automotive equipment, and for carrying out preventive maintenance program.

Examples of Duties (Illustrative Only):

1. Inspects the various types of automotive highway equipment for operating condition and services, snow plowing, construction, paving, trenching, loading, grading, erection, hauling and other highway equipment.
2. Performs various types of repairs on gasoline and diesel equipment such as trucks, loaders, snow plows, mowers, compressors, testing devices, rollers, cement, mixers, conveyers, tractors, cranes, shovels, and other equipment.
3. Makes major repairs to such equipment, such as overhauling engines, transmissions, electrical and ignition systems, grinding valves, body building, installing clutches, pistons and rings, rear end drive assemblies, replacing bearings and hydraulic systems.
4. Makes minor repairs, adjustments and replacements to equipment such as replacing tires, servicing equipment with water, gas, oil, batteries, greasing pumps, adjusting lights, charging batteries and cleaning vehicles and equipment.
5. Performs emergency road repairs servicing breakdowns on equipment, mounts auxiliary equipment as plows, spreaders; performs welding and other shop repairs.
6. Operates various types of shop equipment including power and hand tools, spray equipment, gas and electrical welding equipment.
7. Requisitions supplies and parts.
8. May supervise helpers or laborers as necessary.
9. New York State Inspection on all Town vehicles.

Required Knowledge, Skills, and Abilities: Thorough knowledge of the repair and maintenance of automotive equipment; ability to make a variety of skilled repairs; ability to diagnose mechanical difficulties readily; mechanical aptitude and manual dexterity; ability to follow oral or written instructions.

Acceptable Experience and Training: Elementary school education and three (3) years experience in automotive repair work.

Auto Mechanic Crew Chief

Distinguishing Features of the Class: The work involves supervising and participating in the maintenance and repair of motor equipment. The incumbent under the supervision of the Supervisor of Transportation or other higher-ranking employee who receives reports and makes inspections. Exercises supervision over a small number of employees engaged in the maintenance of motor equipment. Does related work as required.

Typical Work Activities: Supervises and participates in the repairs and adjustments to motor equipment such as buses, trucks and tractors. Supervises and participates in rebuilding and performing major repairs including engine overhauling, relining of brakes, grinding valves, adjusting and installing connecting rod and bearings, installing accessories, body building and painting, adjusting carburetor settings, installing shock absorbers and other major adjustments and installations. Operates various power and hand equipment and testing devices including drills, lathers, polishers, sanders, welding equipment, and battery chargers for repairing and testing automotive equipment. Supervises the general maintenance and servicing of motor equipment including gassing, lubricating, changing of tires, checking of oil, battery and tire pressure, and cleaning and polishing equipment. Maintains records on automotive equipment and supplies. Instructs workers in mechanical maintenance and repairs, inspects work, test-drives equipment for conformance with mechanical standards. Supervises the maintenance of garage in clean and safe condition, and drives vehicles when necessary.

Required Knowledge, Skills, and Abilities: Thorough knowledge of the maintenance, servicing and repair of heavy and light automotive equipment. Thorough knowledge of the tools, techniques and terminology associated with the automotive mechanics trade. Ability to repair and overhaul motor equipment such as buses, trucks and tractors. Thorough knowledge of the accident and safety precautions of the trade. Ability to supervise the work of others. Ability to diagnose mechanical difficulties readily. Ability to get along with others. Physical strength and agility. Physical condition commensurate with the demands of the position.

Minimum Qualifications: Elementary education and five (5) years experience as a journeyman automotive mechanic.

Working Crew Chief

Distinguishing Features of the Class: The work involves performing certain skilled labor and supervising the work of a group of laborers, or semi-skilled laborers. The incumbent in this class performs skilled labor and supervises workers performing routine operations involving physical effort and occasionally required limited trade knowledge. Work involves assigning duties and maintaining work schedules for employees. Employees in this class exercise independent judgment and make decisions within the scope of their specific assignment. Assignments are received in oral or written form and work is subject to review and inspection by supervisor; does related work as required.

Typical Work Activities (Illustrative Only): Performs skilled labor in the maintenance of sewers, streets, water lines, highways, buildings, parks, or in garage operation; operates and maintains motor equipment; makes mechanical repairs; supervises and assists in the work of laborers, mechanics, or motor equipment operators, supervises the work of a moderately sized group of workers doing routine maintenance work such as barrier erection, beaming patching, installation of drainage systems, hauling of construction materials, snow removal and cindering on municipal roads, bridges and tunnels, supervises the work of a moderately sized group of laborers cutting grass, leaves, cleaning walks, trimming and removing trees, cutting brush, shoveling snow, grubbing and litter gathering at municipal parks and along municipal roads, or at a large institution.

Full Performance Knowledge, Skills, Abilities and Personal Characteristics: Good knowledge of construction work related to functions assigned; ability to read rough plans and follow general instructions; mechanical ability; ability to direct the work of others; resourcefulness; judgment; integrity; initiative; good physical conditions.

Minimum Qualifications: Elementary school education and two years experience in construction or maintenance work, or in the operational and maintenance of motor equipment.

Heavy Motor Equipment Operator

General Statement of Duties: Operates one or more types of specialized heavy automotive equipment and performs a variety of manual and general maintenance tasks in connection with such operations; does related work as required.

Distinguishing Features of the Class: The work in this class involves responsibility for the efficient operation of specialized heavy automotive equipment used on construction projects. Greater skill is required than in the operation of other types of equipment and there is greater responsibility for the safety of others. Supervision is received from a crew chief or other superior who assigns tasks and inspects the work in progress and upon completion. Supervision may be exercised over other employees in the performance of their assigned tasks. When not performing duties of Heavy Motor Equipment Operator, may be assigned duties of the Laborer or Motor Equipment Operator.

Examples of Work (Illustrative Only): Operates one or more of the following automotive equipment used in the construction and maintenance of streets and highways: backhoe, street sweeper, heavy duty highlift, bulldozer, crane, heavy power grader, street paving roller, street paver; performs minor maintenance and repair work on assigned equipment; cleans and services assigned equipment; performs a variety of manual tasks in connection with the operation of equipment; operates automotive equipment with snow plow or related snow removal equipment.

Required Knowledge, Skills and Abilities: Good knowledge of the operation, general maintenance and servicing of heavy automotive equipment; ability to make minor repairs and adjustments to equipment; ability to understand and carry out oral and written instructions; mechanical aptitude; dependability; good physical condition.

Acceptable Experience and Training: Two (2) years experience in the operation of automotive equipment at least one of which shall have been at the level of Motor Equipment Operator, completion of a standard high school course, and possession of a chauffeur's license issued by the State of New York; or any equivalent combination of experience and training sufficient to indicate ability to do the work.

Motor Equipment Operator

General Statement of Duties: Operates one or more types of motorized equipment and performs a variety of manual tasks in connection with such operations; does related work as required.

Distinguishing Features of the Class: Work involves responsibility for the safe and efficient operation and care of motor equipment in the performance of assigned tasks. An employee in this class is also required to perform recurring manual duties related to the operation of the equipment and to the loading and unloading of supplies transported. Work is usually performed under close supervision.

Examples of Work (Illustrative Only): Operates motorized equipment in the performance of assigned tasks including the hauling of equipment, supplies, workmen, tools, snow plowing and related snow removal equipment; performs minor mechanical repairs on motorized equipment; services assigned vehicle and maintains it in clean condition; loads and unloads trucks; performs a variety of simple manual tasks, including cleaning jobs.

Required Knowledge, Skills and Abilities: Good knowledge of the operation of trucks and other types of motorized equipment; ability to understand and carry out simple oral and written instructions; mechanical aptitude; industry and dependability; and good physical condition.

Acceptable Training and Experience: An elementary education and two (2) years experience in the operation of motorized equipment or, a satisfactory equivalent combination of training and experience.

Special Requirement: Possession of a New York State Class III Chauffeur's license.

General Mechanic

General Statement of Duties: Performs skilled work involving two or more mechanical trades; does related work as required.

Distinguishing Features of the Class: Employees in this class perform miscellaneous maintenance work requiring good knowledge of two or more trades. Repair duties are similar to those performed by Custodians, except that they occupy a larger percentage of working time and occasionally involve exercise of more advanced skills. General instructions are received regarding what tasks to perform permitting considerable leeway for planning technical details for each assignment. Immediate supervision may be exercised over one or more Custodians or Laborers.

Examples of Duties (Illustrative Only): Repairs and refinishes desks, tables, chairs and other furniture; cleans and paints walls, woodwork and floors; inspects, installs, and replaces steam and other piping, radiator traps, valves, gauges, pumps, and other accessories and fittings, grinds and packs valves, packs pumps, replaces worn pipe flanges, and gaskets; replaces light bulbs, fuses and fixtures; and makes minor electrical installations; replaces window glass and cords, and repairs window frames, repairs cabinets, desks, tables, and other office equipment.

Required Knowledge, Skills and Abilities: Good knowledge of the common practices, tools, terminology and accident precautions of two or more standard trades; ability to work from plans and specifications and to follow rough sketches and oral instructions; ability to rig and work from swinging scaffolds; ability to lay out work for self and others; good motor and hand and eye coordination; manual dexterity; good physical condition.

Minimum Qualifications: Two (2) years of experience in work involving either plumbing, electronics, carpentry, or machine work; completion of a standard grade school course; or any satisfactory equivalent combination of the foregoing education and experience.

Groundskeeper (Grade 1)

General Statement of Duties: Performs a variety of laboring duties in the work of maintaining the care and protection of a park and its recreational facilities; does related work as required.

Supervision Received: Works under the immediate supervision of an employee of higher grade who assigns and inspects work in conformance with policy.

Examples of Duties (Illustrative Only):

1. Assists with the maintenance and repair of park roads, walks, buildings, water systems, drains, and grading; paints and repairs benches and tables; mixes cement and mortar for fireplaces and walks.
2. Assists with the removal, storing and placing of park benches, tables, playground equipment, and building supplies.
3. Maintains the park grounds and buildings free from rubbish and trash; removes and disposes of garbage; tends to sanitation activities.
4. Cuts grass and removes snow by hand operation or machine; plants and trims trees, tends to landscaping, flowerbeds, and nursery projects.
5. Prepares and delivers wood to the various shelters and fireplaces by cutting, chopping or operating saws.
6. Performs guard and watchman duties for the park protection and safety to the public; patrols and inspects park fireplaces; directs traffic and parking; oversees the conduct of persons in buildings and on recreational equipment.
7. May operate a truck or other units of park motor equipment and perform general maintenance work on park equipment.

Required Knowledge, Skills and Abilities: Working knowledge of building and grounds maintenance procedures and equipment; ability to perform a variety of unskilled maintenance and repair tasks; ability to get along well with others, ability to understand and follow routine oral instructions; industry and dependability; good physical condition.

Experience and Training: Some experience in grounds or building maintenance or similar work; ability to read and write.

Assistant Automotive Mechanic

General Statement of Duties: Assists a journeyman mechanic in the maintenance, repair and servicing of trucks, automobiles and other automotive equipment; does related work as required.

Distinguishing Features of the Class: An incumbent in this class position is responsible for the performance of semi-skilled work in the repair and maintenance of automotive equipment. Incumbents may independently perform minor repair work, but usually, work is performed under the general supervision of a journeyman mechanic.

Examples of Work (Illustrative Only): Assist in repairing trucks, automobiles, and other automotive equipment doing the less skilled mechanic repair work; repairs flat tires, changing and rotating them for best possible service; replaces worn or faulty parts, including gaskets, changing spark plugs and windshield wipers; dismantles, cleans and assembles parts of motors; washes, greases and changes oil in automotive equipment, charges batteries; pumps gasoline; may occasionally operate trucks and automobiles.

Required Knowledge, Skills and Abilities: Good knowledge of the terminology, tools and techniques associated with the automotive mechanics trade; working knowledge of the safety precautions of the trade; ability to perform minor repairs on a wide variety of automotive equipment; ability to diagnose mechanical difficulties; ability to understand and follow oral and written instructions; mechanical aptitude; ability to get along well with others; physical strength and agility; good physical condition.

Acceptable Training and Experience: Candidates must meet one of the following requirements:

- a) An elementary education and two (2) years of satisfactory experience in the repair of automotive equipment; or
- b) Elementary education and completion of an approved one (1) year training course in automotive repair and one (1) year of satisfactory experience in the repair of automotive equipment; or
- c) An equivalent combination of training and experience as indicated in (a) and (b).

Maintenance Worker

General Statement of Duties: Performs routine service and repair work in the maintenance of building, related equipment, and facilities; does related work as required.

Distinguished Features of the Class: The employee in this class performs work of a semi-skilled nature involving working knowledge of several trade skills. A maintenance worker may be required to do highly skilled installation, maintenance or repair work under direct supervision of a higher-level supervisor, but performance of such work is not a normal function of this position. Work assignments result from oral instructions and written work orders. Supervision is received from an employee of higher grade who reviews work by inspection and reports. Supervision may be exercised over a small number of employees assigned to assist.

Examples of Work (Illustrative Only): Performs miscellaneous repair jobs such as putting window panes, adjusting window frames, hanging doors, installing and repairing door checks; performs simple carpentry work such as installing and repairing cabinets, benches, shelves, desks, chairs; performs simple electrical and plumbing installations and repair including repairing electrical fixtures, installing outlets, clearing stopped-up drains; installing water pipes and fixtures; lays asphalt or cork tile, installs partitions, performs miscellaneous inside and outside painting, refinishes furniture, etc.; cuts and fits pipes, installs new washers on faucets, locates and unplugs stoppage in plumbing; repairs and maintains heating, plumbing and water lines; assists in the installation, maintenance and repair of traffic signal equipment.

Required Knowledge, Skills and Abilities: Good knowledge of the tools, techniques and terminology used in carpentry, plumbing, steam fittings, electrical and general mechanical trades work; good knowledge of the accident and safety precautions of some of the above-named trades; ability to use the tools of and make minor repairs in one or more of the above-mentioned trades; ability to learn new work quickly; ability to work effectively individually or as a part of a team; ability to follow written instructions or oral assignments of supervisors, initiative and resourcefulness in undertaking and completing assigned work; industriousness; physical strength and agility; good physical condition.

Experience and Training: Candidates must meet the following requirements:

- a) Graduation from a standard senior high or vocational school and one (1) year of full time paid experience as a helper in one or more of the skilled trades; or
- b) Completion of elementary school education and five (5) years experience as helper in one or more of the skills trades; or
- c) An equivalent combination of training and experience.

Laborer

General Statement of Duties: Performs routine manual work; does related work as required.

Distinguishing Features of the Class: The duties are primarily of a manual and unskilled nature requiring physical strength and endurance and a willingness to perform heavy work. The work is performed under immediate supervision.

Examples of Work (Illustrative Only): Assist in patching roads and streets; rakes, tamps, and shovels asphalt; loads and unloads trucks; excavates and backfills for construction and repairs; charges mixing machines with cement, sand and stone; cleans streets, park areas, culverts, sewers and basins; removes snow and ice from streets, walks, parks and recreation areas; acts as wing-man on snow plow; sands, cinders, salts streets and roads; cuts grass, trims shrubs, rakes leaves, cuts brush, spades flowerbeds; acts as helper or assistant to skilled or semi-skilled workers; assists in the installation and maintenance of traffic signs and marking; directs motor equipment and acts as flag man; performs a variety of heavy building cleaning work such as washing walls and windows.

Required Knowledge, Skills and Abilities: Ability to follow instructions; ability to lift heavy weights; willingness to perform routine manual work; willingness to work under all weather conditions; physical endurance; good physical condition.

Acceptable Experience and Training: ** Six (6) months of experience in heavy manual labor; or any equivalent combination of experience and training sufficient to indicate ability to do the work. ** **NOTE:** The position is in the Labor Class and the acceptable training and experience noted above is advisory only.

Recreation Attendant

General Statement of Duties: This position is for a skilled worker that is mainly responsible for the recreational maintenance tasks in connection with the upkeep of grounds and equipment for baseball, soccer, football, volleyball, etc.

Distinguishing Features of the Class: Supervises and assists employees assigned to him. Works up, stripes and maintains baseball fields, soccer fields, football fields, horseshoe pits, tennis courts, volleyball courts, etc. Removes sod when necessary and hauls in fill and levels it.

Examples of Work (Illustrative Only): Keeps an inventory report of all recreation equipment needed. Reports field conditions; makes out requests for materials needed; makes out daily report in work completed.

Repairs, paints and moves bleachers and player benches. Repairs, paints, and installs backstops, goal posts and play toys. Keeps striping machines and other needed equipment in clean working order.

Does snow shoveling and some plowing, mows, rakes and does other related parks and recreation maintenance work.

Required Knowledge, Skills and Abilities: Must have good knowledge of the accepted procedures and practice of grounds maintenance work, ability to lay out baseball, soccer, and football fields. Able to lay out work for self and other workers. Some knowledge of applying chemicals. Willingness to perform routine manual work; physical endurance; good physical condition. Good judgment of field conditions.

Acceptable Experience and Training: One (1) year of satisfactory experience in recreational maintenance work and completion of a standard grade school course; or an equivalent combination of experience and training sufficient to indicate ability to do the work.

Assistant General Mechanic

General Statement of Duties: Assists a journeyman general mechanic involving two (2) or more mechanical trades; does related work as required.

Distinguishing Features of the Class: Employees in this class perform miscellaneous maintenance work requiring good knowledge of two (2) or more trades. Repair duties are similar to those performed by custodians, except that they occupy a larger percentage of working time and occasionally involve exercise of more advanced skills. Incumbents may independently perform the work, but also work is performed under the general supervision of a journeyman general mechanic. General instructions are received regarding what tasks to perform permitting considerable leeway for planning technical details for each assignment. Immediate supervision may be exercised over one (1) or more laborers.

Example of Duties (Illustrative Only): Assists in repairs and refinishes desks, tables, chairs and other furniture, cleans and paints walls, woodwork and floors; inspects pumps, replaces light bulbs, fuses and fixtures, does street light repairs such as cementing new poles, running wire, straighten poles, replace lights and ballasts, digging and trenching for lines; changes baseball and dusk to dawn lights using boom truck; and makes other minor electrical installations; replaces window glass and cords, and repairs window frames, repairs to cabinets, desks, tables and other parks equipment.

Required Knowledge, Skill and Abilities: Good knowledge of the common practices, tools, terminology and accident precautions of two or more standard trades; ability to drive and operate a bucket truck; ability to work from plans and specification sand to follow rough sketches and oral instructions; ability to do the paperwork involved in street lighting calls, ordering parts, calling utility companies, ability to rig and work from swinging scaffolds; ability to lay out some of the work for self and occasionally others; good motor and hand and eye coordination; manual dexterity; good physical condition.

Minimum Qualifications: Two (2) years experience in work involving either plumbing, electronics, carpentry or machine work and completion of a standard grade school course; or any satisfactory equivalent combination of the foregoing education and experience.

APPENDIX B

Memorandum of Agreement

Transfers

It shall be recognized that the transfers from the Water Department to other departments for this Collective Bargaining Agreement shall be considered management prerogative and not subject to the grievance procedure. It is also recognized that neither party waives any rights with respect to transfers as they may occur in the future.

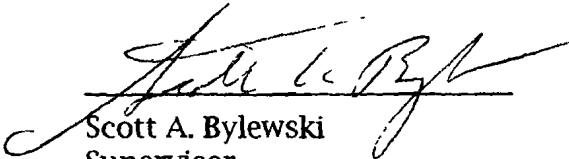
Employees transferred shall retain their full seniority rights for layoff purposes.

Employees transferred to different departments shall be considered as new employees for promotional purposes but will retain their seniority in relation to other transferred employees.

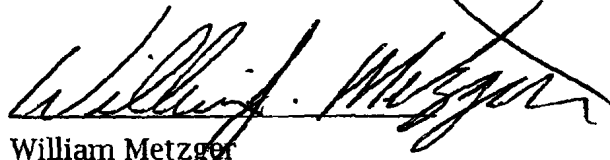
All employees will be placed on their respective overtime wheels within their respective departments.

Maintenance workers shall be placed on the laborers overtime wheel.

Town of Clarence


Scott A. Bylewski
Supervisor

Civil Service Employees Association, Inc.


William Metzger
President

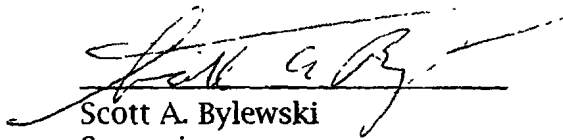
APPENDIX C

Memorandum of Agreement

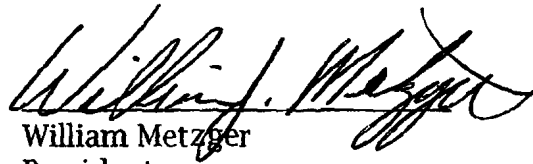
Article 10 Workweek and Differential Pay

Paul Allen, as in the past, will not be restricted to the provisions of Article 10, Section 10.1.

Town of Clarence


Scott A. Bylewski
Supervisor

Civil Service Employees Association, Inc.


William Metzger
President

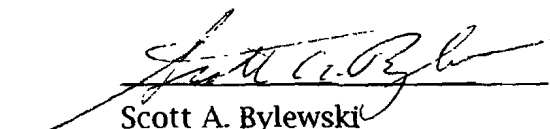
APPENDIX D

Memorandum of Agreement

Insurance Committee and Co-pays

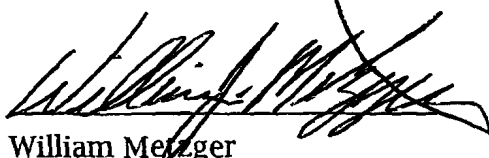
1. The Town and Union shall start an insurance committee consisting of four (4) Town representatives and four (4) Union representatives (selected by the Union President). The committee shall meet semi-annually to review insurance options. The Town maintains the option to participate in any plan offered through the County of Erie provided that coverage is equal to or greater than Community Blue HMO 202/202 Plus with all riders as determined by both parties. Any other insurance changes must be equal to or greater than Community Blue HMO 202/202 Plus with all riders as determined by both parties.
2. The Town shall no longer reimburse co-pays after 12/1/03. Employees shall submit all 2003 reimbursements no later than March 1, 2004.

Town of Clarence



Scott A. Bylewski
Supervisor

Civil Service Employees Association, Inc.



William Metzger
President

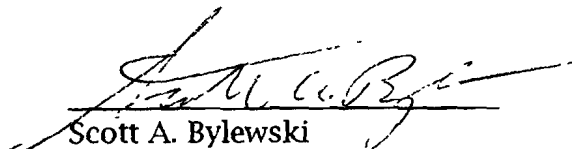
APPENDIX E

Memorandum of Agreement

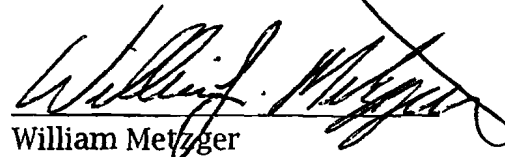
Drug/Alcohol Policy

The Town will develop a drug/alcohol policy consistent with Federal Law for use by all affected employees, which include random drug testing. Such plan will be generally consistent with May 4, 2000 memorandum executed by the parties including changes made in the 2003 contract.

Town of Clarence


Scott A. Bylewski
Supervisor

Civil Service Employees Association, Inc.

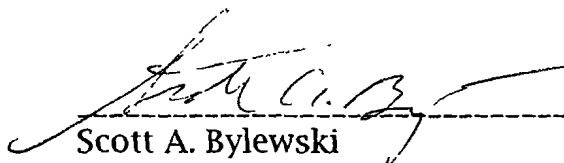

William Metzger
President

APPENDIX "F"

Parks Department Only

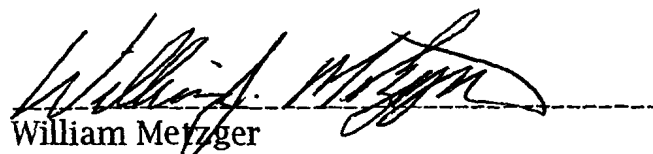
When three or less Parks Department employees are scheduled for overtime on the weekend, the department head and/or his designee will provide each employee with a list of tasks/duties to be completed for that overtime weekend shift. One list of tasks/duties will be given to the title person and another list of tasks/duties will be given to the maintenance worker/laborer. These lists of tasks/duties for the weekend overtime shift(s) will be provided to the employee(s) on the Friday immediately preceding the scheduled weekend overtime.

Town of Clarence



Scott A. Bylewski
Supervisor

Civil Service Employees Association, Inc.



William Metzger
President

TOWN OF CLARENCE – BLUE COLLAR UNIT GRIEVANCE FORM

Grievance #: _____

Example of Grievance Numbering System: Year – H/P (Highway/Parks) – C/D (contract/discipline)
(Contract/Discipline – Sequential Number – Example: 2008-H-C-001; 2008-P-D-002)

Employee's Name: _____

Date of Hire: _____

Address: _____

Department: _____

SS#: _____

(last four digits only)

Phone: (H) _____

Phone: (W) _____

Cell Phone: _____

Job Title: _____

Contract Articles Grievd: Including, but not limited to _____

Step 1 – (Verbally between employee's immediate supervisor and aggrieved employee. It is recommended, for verification of a witness, that aggrieved employee be accompanied by a union representative.)

Step 1 verbally discussed on _____. Present at verbal were _____

Step 2 – (If no satisfactory settlement is reached, grievance reduced to writing by a certified grievance representative and submitted to department head. Department head shall submit written answer within 10 working days after receipt of grievance). Provide a brief statement of facts that lead to the grievance.

Remedy Sought: _____

Grievant/Date: _____ **Grievance Representative/Date:** _____

Step 2 Response from department head received on: _____

Step 3 – (Within 10 working days after Step 2 answer or if no answer within 10 working days, grievance representative to submit to Town Board and/or representative of Town Board. Meeting to be held between CSEA and Town Board representative within 60 calendar days after grievance submitted to Town Board representative. Town Board representative has 20 calendar days after meeting to give union representative an answer.

Step 3 meeting between CSEA & Town Board Representative: _____

Step 3 Town response to CSEA received on: _____

Step 4 – Arbitration – Written notice of intent to arbitrate mailed certified on: _____